

LATHAM & WATKINS LLP

VIA FEDEX

August 14, 2025

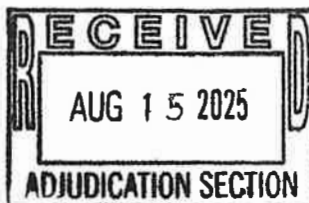
BOEM

Attn: Adjudication

Gulf of Mexico OCS Region

1201 Elmwood Park Boulevard

New Orleans, LA 70123-2394



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Houston, TX 77002
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File No. 049275-0159

Re: Non-Required Filing – Mortgage

Leases: OCS-G: 15019; 15024; 16004; 16042

Dear Sir or Madam:

Enclosed please find two copies of a Second Amendment and Supplement to Act of Mortgage, Assignment, Security Agreement and Financing Statement dated August 15, 2023 by and between Poseidon Oil Pipeline Company, L.L.C., as Mortgagor and Wells Fargo Bank, National Association, as Mortgagee (the "Amendment"). This Amendment is connected to a security interest that covers the above-referenced leases.

Please file the Amendment as a non-required Category 1 document in the Federal Lease Records. Once it has been filed, please return the duplicate stamped copies and this receipt letter to my attention in the enclosed self-addressed Federal Express return envelope.

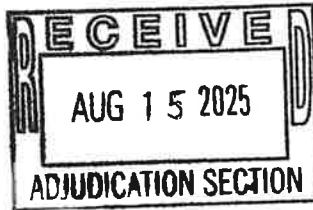
Also enclosed is a receipt evidencing payment of the required online filing fees via Pay.Gov.

Regards,

A handwritten signature in blue ink, appearing to read "Bradley Parkman". The signature is fluid and cursive, with a large initial "B".

Bradley Parkman
LATHAM & WATKINS LLP

Enclosures



MO - 2023006124 21 PG/S
RCD: 8/24/2023 @ 2:17:49 PM
Vermilion Parish, LA
Diane Meaux Broussard, Clerk Of Court

[Louisiana]

**SECOND AMENDMENT AND SUPPLEMENT TO
ACT OF MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT
AND FINANCING STATEMENT**

BE IT KNOWN, that on the dates set forth below, but dated effective as of the 15th day of August, 2023,

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified, in and for the respective jurisdictions referenced below, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

POSEIDON OIL PIPELINE COMPANY, L.L.C., a Delaware limited liability company, whose last four digits of its federal taxpayer identification number are 2832 and whose address is 811 Louisiana Street, Suite 1200, Houston, TX, 77002, appearing and acting through Kirsten Jesulaitis, its duly authorized Chief Financial Officer, duly authorized pursuant to the Unanimous Written Consent of its Member, a certified copy of which is annexed hereto and made a part hereof as Annex "I"; and

WELLS FARGO BANK, NATIONAL ASSOCIATION, whose mailing address is 1000 Louisiana Street, 12th Floor, Houston, Texas 77002, MAC T0002-090, represented herein by its undersigned duly authorized representative;

who, after being duly sworn, executed this Second Amendment to Act of Mortgage, Assignment, Security Agreement and Financing Statement and declared and acknowledged as set forth below:

Recitals:

A. Reference is made to that certain ACT OF MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated effective as of April 20, 2011, from POSEIDON OIL PIPELINE COMPANY, L.L.C., a Delaware limited liability company (the "Mortgagor"), to BNP Paribas, as amended and assigned by that certain MEMORANDUM OF ASSIGNMENT OF LIENS AND SECURITY INTERESTS (POSEIDON OIL PIPELINE COMPANY, L.L.C.), dated effective as of June 1, 2012, by and among Mortgagor, BNP Paribas, as assignor, and Wells Fargo Bank, National Association, as assignee (as successor to BNP Paribas, together with any successors and assigns in such capacity, the "Mortgagee"), as reinscribed by that certain NOTICE OF REINSCRIPTION, dated March 29, 2019, by Mortgagee, and as further amended by that certain AMENDMENT AND SUPPLEMENT TO ACT OF MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated effective as of March 29, 2019, by and among the Mortgagor and Mortgagee, as more particularly described on Exhibit A attached hereto (as so amended and assigned and as otherwise

amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Mortgage").

B. The Existing Mortgage secures certain obligations of Mortgagor under that certain Second Amended and Restated Credit Agreement, dated as of March 29, 2019 (the "Existing Credit Agreement"), by and among the Mortgagor, the Mortgagee and the lenders party thereto from time to time.

C. Mortgagor, Mortgagee and the lenders party thereto have entered into that certain Third Amended and Restated Credit Agreement, dated as of June 1, 2023 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Third Amended and Restated Credit Agreement"), which amends and restates the Existing Credit Agreement in its entirety.

D. To comply with the requirements of the Third Amended and Restated Credit Agreement, Mortgagor and Mortgagee desire to execute this instrument (this "Amendment"; the Existing Mortgage as modified by this Amendment, the "Mortgage") in order to modify the Existing Mortgage as set forth herein.

Amendment:

NOW, THEREFORE, to secure payment of the secured indebtedness, and the performance of the obligations, covenants, agreements, warranties and undertakings contained herein or in the Existing Mortgage, and in consideration of good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

1. Defined Terms. Terms used in this Amendment and defined in the Existing Mortgage shall have the same meanings given them in the Existing Mortgage when used in this Amendment unless otherwise defined in this Amendment.

2. Acknowledgement; Grant. Mortgagor acknowledges and agrees that the Existing Mortgage was granted to secure, without limitation, the present and future obligations of Mortgagor under the Existing Credit Agreement, as the same might be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, and that the obligations of the Mortgagor under the Third Amended and Restated Credit Agreement will constitute such modifications to the obligations previously secured by the Existing Mortgage and are intended to constitute "Obligations" thereunder. However, in an abundance of caution, to confirm the Mortgagor's intent to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the "Obligations" (as defined in the Mortgage and as currently evidenced by the Third Amended and Restated Credit Agreement) and the performance of the covenants and obligations contained in the Mortgage, Mortgagor does by these presents hereby specially MORTGAGE, AFFECT, PLEDGE and HYPOTHECATE and GRANT a CONTINUING SECURITY INTEREST unto and in favor of Mortgagee, for its benefit and the ratable benefit of the Secured Parties, in and to the Mortgaged Property (as defined in the Mortgage) on the terms and conditions set forth in the Mortgage, to secure the payment and performance of the "Obligations" (as defined in the Mortgage) up to the "maximum secured

amount (as specified in the final paragraph of Section 1.03 of the Mortgage) outstanding at any time and from time to time and on all other terms and conditions set forth in the Mortgage.

3. Amendments to Existing Mortgage.

(a) Whenever referred to in the Mortgage, all references to the "Credit Agreement" shall mean and include the Third Amended and Restated Credit Agreement (as defined herein), as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, including, without limitation, any modification changing the amount, the maturity date, the interest rate or other terms of the Loans, the Lender Indebtedness or the Obligations or giving notice of any such changes.

(b) Each reference in the Existing Mortgage to "this Mortgage", "hereof", "herein", "hereby" or words of like import, and each other applicable reference to the "Mortgage" therein, shall mean the Existing Mortgage, as amended and supplemented by this Amendment and as may be further amended, restated, supplemented or otherwise modified from time to time.

(c) The page immediately following the signature page is hereby amended by amending and restating the address of the Secured Party/Mortgagee in its entirety as follows:

"WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent
1000 Louisiana Street
12th Floor
Houston, Texas 77002

(d) Section 4.03 of the Existing Mortgage is hereby amended by replacing the reference to "Loan Document" therein with a reference to "Financing Document."

(e) Section 4.15(c) of the Existing Mortgage is hereby amended and restated in its entirety as follows:

"To the extent permitted by applicable law, Mortgagor hereby expressly waives (i) the benefit of appraisal provided for in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws conferring such benefits; (ii) the notice of seizure required by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iii) the three (3) days delay provided by Article 2331 of the Louisiana Code of Civil Procedure; (iv) the benefit of the other provisions of Articles 2331, 2722, and 2723 of the Louisiana Code of Civil Procedure; and (v) the benefit of the provisions of any other articles of the Louisiana Code of Civil Procedure not specifically mentioned above; and Mortgagor agrees to the immediate seizure of the Property subject hereto in the event of suit hereon."

(f) Section 1 of Exhibit "A-1" of the Existing Mortgage is hereby amended and supplemented by adding "bidirectional" immediately following "16 inch".

(g) Section 2 of Exhibit "A-1" of the Existing Mortgage is hereby amended and supplemented by adding "bidirectional" immediately following "20 inch".

4. Ratification, Reconfirmation. The Existing Mortgage, as modified by this Amendment, is hereby ratified, restated, adopted, confirmed and renewed, except to the extent of any releases in writing by the Mortgagee, or its predecessor, which were delivered to Mortgagor prior to or contemporaneously with the date hereof. All representations, warranties and covenants of Mortgagor in the Existing Mortgage are hereby repeated, remade, ratified, adopted and incorporated herein by this reference for the benefit of Mortgagee, or as applicable of the properties secured by the Mortgage, on and as of the date hereof.

5. [Intentionally Deleted].

6. Effect of Modification. Except as expressly amended hereby, the Existing Mortgage shall remain in full force and effect with respect to all of the Mortgaged Property. Except as expressly provided herein, nothing in this Amendment releases any right, claim, lien, security interests or entitlement of Mortgagee created by or contained in the Existing Mortgage or releases Mortgagor from any covenant, warranty or obligation created by or contained in the Existing Mortgage, and all covenants, warranties, obligations and other terms of the Existing Mortgage, as amended by previous amendments and as amended hereby, are applicable to all properties secured by the Mortgage.

7. Counterparts. This Amendment may be executed in several counterparts, all of which are identical. All of such counterparts together shall constitute one and the same instrument. In this regard, each of the parties hereto acknowledges that a counterpart of this Amendment containing a set of counterpart execution pages reflecting the execution of each party hereto shall be sufficient to reflect the execution of this Amendment by each party hereto and shall constitute one instrument.

8. Successors and Assigns. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Mortgagee and the Secured Parties and their respective successors and assigns. All references in this Amendment to Mortgagor or Mortgagee shall be deemed to include all successors and assigns.

9. Governing Law. This Amendment shall be construed and enforce in accordance with and governed by the laws of the State of Louisiana.

10. Appearance, Resolutions. For purposes of Louisiana law, including but not limited to the availability of executory process, Mortgagor has appeared on this date before the undersigned Notary Public and witnesses in order to execute this Amendment. Mortgagor attaches hereto as Annex I, certified resolutions of its members authorizing the execution and delivery of this Amendment.

11. Paraph. Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned Notary Public to be paraphed for identification herewith.

12. Effective Date. This Amendment shall be effective as of the Effective Date. Except as herein provided, the Existing Mortgage shall remain unchanged and in full force and effect.

13. THIS AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

[Signature Pages follow]

THUS DONE AND PASSED this 15th day of August, 2023, to be effective as set forth above, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagor and me, Notary, after a due reading of the whole.

WITNESSES:

MORTGAGOR:

POSEIDON OIL PIPELINE COMPANY, L.L.C.

Elizabeth W. Prince

Printed Name: ELIZABETH W. Prince

SC McAninch

Printed Name: SC McAninch

By: Kristen Jesulaitis

Name: Kristen Jesulaitis

Title: Chief Financial Officer

Sheila Pavlica

NOTARY PUBLIC

Name: Sheila Pavlica

Commission number: 128335979

My commission expires:

07/22/2026

[SEAL]



THUS DONE AND PASSED this 15th day of August, 2023, to be effective as set forth above, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagee and me, Notary, after a due reading of the whole.

WITNESSES:



Printed Name: Connor Hume



Printed Name: Nabihah Chowdhury

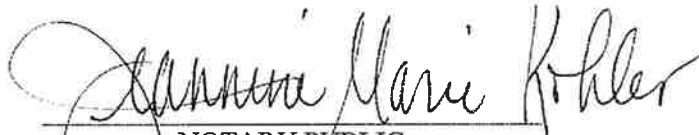
MORTGAGEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:

Name: Andrew Ostrov

Title: Director


NOTARY PUBLIC
Name: Jeannine Marie Kohler
Commission number: 133698676

My commission expires:

04/11/26

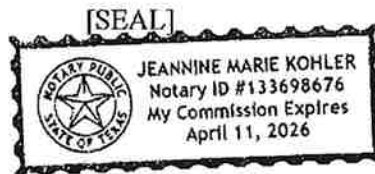


EXHIBIT A

1. Act of Mortgage, Assignment, Security Agreement and Financing Statement from Poseidon Oil Pipeline Company, L.L.C., to BNP Paribas, as Administrative Agent, Dated effective as of April 20, 2011, filed as follows:

JURISDICTION	MORTGAGE RECORDS FILING INFORMATION	FILE DATE
Cameron Parish, LA	#322309	April 26, 2011
Iberia Parish, LA	#2011-00004184; Book 1431; Page 32	April 26, 2011
Lafourche Parish, LA	#1111514; Book 1487; Page 380	April 26, 2011
St. Mary Parish, LA	#310120; Book 1278; Page 665	April 26, 2011
Terrebonne Parish, LA	#1372376; Book 2364; Page 335	April 27, 2011
Vermilion Parish, LA	#21104451	April 26, 2011
Bureau of Ocean Energy Management, Regulation and Enforcement	N/A	April 25, 2011

2. Act of Memorandum of Assignment from Poseidon Oil Pipeline Company, L.L.C., and BNP Paribas, as Administrative Agent, to Wells Fargo Bank, N.A., as Administrative Agent, dated effective as of June 1, 2012, filed as follows:

JURISDICTION	MORTGAGE RECORDS FILING INFORMATION	FILE DATE
Cameron Parish, LA	#326992	August 27, 2012
Iberia Parish, LA	#2012-00009771	August 27, 2012
Lafourche Parish, LA	#1140682; Book 1487; Page 380	September 6, 2012
St. Mary Parish, LA	#314175	August 27, 2012
Terrebonne Parish, LA	#1408019	September 6, 2012
Vermilion Parish, LA	#2012-008136	August 27, 2012
Bureau of Ocean Energy Management, Regulation and Enforcement	N/A	September 4, 2012

3. Notice of Reinscription, dated March 29, 2019 by Wells Fargo Bank, National Association, filed as follows:

JURISDICTION	MORTGAGE RECORDS FILING INFORMATION	FILE DATE
Cameron Parish, LA	#345192	April 15, 2019
Iberia Parish, LA	#2019-00003152; Book 1853, Page 27	April 15, 2019
Lafourche Parish, LA	#1275980; Book 1964, Page 89	April 24, 2019
St. Mary Parish, LA	#347444; Book 1563, Page 346	April 15, 2019
Terrebonne Parish, LA	#1579097; Book 3067, Page 266	April 15, 2019
Vermilion Parish, LA	#2019002687	April, 15, 2019

Bureau of Ocean Energy Management, Regulation and Enforcement	N/A	August 14, 2023
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4. Amendment and Supplement to Act of Mortgage, Assignment, Security Agreement and Financing Statement, dated effective on March 29, 2019, by and between Poseidon Oil Company, L.L.C., as Mortgagor, and Wells Fargo Bank, National Association, as Mortgagee, filed as follows:

JURISDICTION	MORTGAGE RECORDS FILING INFORMATION	FILE DATE
Cameron Parish, LA	#345193	April 15, 2019
Iberia Parish, LA	#2019-00003153; Book 1853, Page 30	April 15, 2019
Lafourche Parish, LA	#1275981; Book 1964, Page 92	April 24, 2019
St. Mary Parish, LA	#347445; Book 1563, Page 349	April 15, 2019
Terrebonne Parish, LA	#1579098; Book 3067, Page 269	April 15, 2019
Vermilion Parish, LA	#2019002688	April 15, 2019
Bureau of Ocean Energy Management, Regulation and Enforcement	N/A	August 14, 2023

ANNEX I

**CERTIFICATE AND RESOLUTIONS OF
POSEIDON OIL PIPELINE COMPANY, L.L.C.**

I, the undersigned hereby certify that I am the Chief Financial Officer of POSEIDON OIL PIPELINE COMPANY, L.L.C., a Delaware limited liability company (the "Company"), with offices at 811 Louisiana Street, Suite 1200, Houston, TX, 77002.

I further certify that attached hereto as Annex I-A are true and correct copies of resolutions adopted by the members of the Company by unanimous written consent dated May 31, 2023, and such resolutions have not been amended, modified or rescinded.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Company on this 15th day of August, 2023.

POSEIDON OIL PIPELINE COMPANY, L.L.C.

By: 
Name: Kristen Jesulaitis
Title: Chief Financial Officer

ANNEX I-A

Unanimous Written Consent of the Members

[see attached]

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Execution Version

**UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS OF
POSEIDON OIL PIPELINE COMPANY, L.L.C.**

May 31, 2023

The undersigned, being all the Members of Poseidon Oil Pipeline Company, L.L.C., a Delaware limited liability company (the "*Company*"), do hereby consent to the adoption of the following resolutions:

WHEREAS Company will be refinancing the Company's existing revolving credit facility.

WHEREAS Company approves of the refinancing based on discussions held with partners and the banks by Genesis Energy, LLC for a term of four years.

RESOLVED, that the Company hereby directs Genesis Energy, LLC, on behalf of the Company, to syndicate for the Company's final execution a Revolving Credit Agreement (the "*Agreement*") containing substantially the terms and provisions as those set forth in the attached Exhibit A;

FURTHER RESOLVED, that upon completion of the syndication of the Agreement for the refinancing the officers of the Company are authorized to, and shall execute and enter into and deliver the Agreement and the other definitive financing documents to the facility.

IN WITNESS WHEREOF, the undersigned have set their hands effective as of May 31, 2023.

POSEIDON PIPELINE COMPANY, L.L.C.

By:

Printed Name: Ray Cordova

Title: Member Representative Genesis

GEL POSEIDON, LLC

By:

Printed Name: Ray Cordova

Title: Member Representative Genesis

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Shell Midstream Operating LLC
By: Shell Midstream Partners LP
Its sole member

By: Shell Midstream Partners GP LLC
Its general partner

By: 
Printed Name: Sean Guillory
Title: Member Representative

EXHIBIT A
POSEIDON OIL PIPELINE COMPANY, L.L.C.
\$225,000,000 SENIOR SECURED
REVOLVING CREDIT FACILITY

SUMMARY OF PROPOSED TERMS AND CONDITIONS

Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in that certain Second Amended and Restated Credit Agreement, dated as of March 29, 2019, among Poseidon Oil Pipeline Company, L.L.C., the Lenders party thereto and Wells Fargo Bank, National Association, as administrative agent (as amended, the "Existing Agreement").

<u>Borrower:</u>	Poseidon Oil Pipeline Company, L.L.C., a Delaware limited liability company (the " <u>Borrower</u> ").
<u>Joint Lead Arrangers:</u>	Wells Fargo Securities, LLC (the " <u>Lead Arranger</u> "), Capital One, National Association, Regions Bank, Cadence Bank and Sumitomo Mitsui Banking Corporation (in such capacity, collectively, the " <u>Joint Lead Arrangers</u> ").
<u>Administrative Agent and Issuing Bank:</u>	Wells Fargo Bank, National Association (" <u>Wells</u> ," and in either such capacity, the " <u>Administrative Agent</u> " or the " <u>Issuing Bank</u> ", as applicable).
<u>Lenders:</u>	A syndicate of banks, financial institutions and other entities, including Wells, as agreed to by the Borrower (collectively, the " <u>Lenders</u> ").
<u>Facility:</u>	Four-year senior secured revolving credit facility (the " <u>Facility</u> ") in the amount of \$225,000,000 (the loans thereunder, the " <u>Loans</u> ") to be documented as an amendment and restatement of the Existing Agreement.
<u>Accordion:</u>	Substantially consistent with the Existing Agreement, the Borrower will have the right to increase the Facility up to two (2) times per fiscal year, in minimum increments of \$10,000,000; <u>provided</u> , that the aggregate maximum amount of the Facility shall not exceed \$275,000,000 (total increase under the accordion not to exceed \$50,000,000), provided that at the time of and immediately after giving effect to the increase, no Default, Event of Default or Material Adverse Effect has occurred and is continuing. No Lender's commitment under the Facility shall be increased without such Lender's consent.
<u>Letters of Credit:</u>	A portion of the Facility not in excess of \$10,000,000 shall be available for the issuance of letters of credit (the " <u>Letters</u> ").

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of Credit”) by the Issuing Bank. No Letter of Credit shall have an expiration date after the earlier of (a) one year after the date of issuance and (b) five business days prior to the Revolving Credit Termination Date (defined below); provided that any Letter of Credit with a one-year tenor may provide for the automatic renewal thereof for additional one-year periods, which shall in no event extend beyond the date referred to in clause (b) above.

Letters of Credit shall be issued to (a) support obligations in connection with the working capital and business needs of the Borrower or (b) in respect of the purchase of goods or services in the ordinary course of business.

Drawings under any Letter of Credit shall be reimbursed by the Borrower (whether with its own funds or with the proceeds of Loans) on the same business day. To the extent that the Borrower does not so reimburse the Issuing Bank, the Lenders shall be irrevocably and unconditionally obligated to reimburse the Issuing Bank on a pro rata basis.

The Borrower shall pay a letter of credit commission to the Administrative Agent, for the account of the Lenders (including Wells) in amounts equal to the applicable percentage per annum, and a fronting fee to the Issuing Bank, in each case, as provided in Schedule I attached hereto.

Purpose:

The proceeds of the Loans shall be used (i) to refinance amounts outstanding under the Existing Agreement; (ii) to pay the fees, expenses and other transaction costs of the transactions contemplated hereby; (iii) to finance working capital needs; and (iv) for other general corporate purposes.

Availability:

Loans under the Facility may be made at any time during the period between the date the definitive financing documents for the Facility (collectively, the “Loan Documents”) become effective (the “Closing Date”) and the fourth anniversary thereof (the “Revolving Credit Termination Date”).

Interest Rates and Fees:

As set forth on Schedule I hereto.

Maturity:

Loans then outstanding shall be due and payable on the Revolving Credit Termination Date.

Security:

The collateral shall be substantially similar to that pledged under the existing Security Instruments, including, without limitation, valid and perfected first priority (subject to certain

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exceptions substantially similar to those in the Existing Agreement and the existing Security Instruments and except as otherwise agreed by the parties; provided that any collateral pledged under the existing Security Instruments but not required to be pledged under the Loan Documents shall be expressly released) liens and security interests in all of the following:

(a) all of the present and future material property and assets, real and personal, of the Borrower, including, but not limited to, machinery and equipment, inventory and other goods, accounts receivable, owned real estate, leaseholds, fixtures, bank accounts, general intangibles, financial assets, investment property, license rights, patents, trademarks, tradenames, chattel paper, insurance proceeds, material contracts, contract rights, hedge agreements, documents, instruments, indemnification rights, tax refunds and cash, subject to certain exceptions substantially similar to those in the Existing Agreement and existing Security Instruments and as agreed to by the parties; and

(b) all proceeds, profits, rents and products of the property and assets described in clause (a) above.

Substantially similar to the Existing Agreement, the collateral under the Loan Documents shall ratably secure the relevant party's obligations in respect of the Facility and any interest rate swap or similar agreements with a Lender under the Facility.

All such security interests in personal property and all liens on real property will be created pursuant to, and will comply with, Loan Documents reasonably satisfactory to the Administrative Agent and the Credit Parties (it being understood that the collateral documents of the Loan Documents shall be based on the Security Instruments executed in connection with the Existing Agreement, except as otherwise agreed by the parties). On the Closing Date, such security interests in personal property will have become perfected (or arrangements for the perfection thereof reasonably satisfactory to the Administrative Agent will have been made).

Commitment
Reductions:

Same as in the Existing Agreement.

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<u>Optional Prepayments</u>	Same as in the Existing Agreement.
<u>Mandatory Prepayments:</u>	Same as in the Existing Agreement.
<u>Interest Periods and Payments:</u>	<p>SOFR Loans (as defined on <u>Schedule I</u>): 1, 3 or 6 months.</p> <p>Base Rate Loans (as defined on <u>Schedule I</u>): Quarterly.</p> <p>Interest on SOFR Loans will be payable on the last day of the selected interest period (which will be one, three or six months) or at the end of every three months in the case of interest periods of six months and upon prepayment, and such interest will be payable in arrears and computed on the basis of a 360-day year. Interest on Base Rate Loans will be payable quarterly in arrears and upon prepayment, computed on the basis of a 365/366-day year when based on the Prime Rate (as defined on <u>Schedule I</u>) (or otherwise on the basis of a 360-day year). In each case, interest will be calculated on the basis of actual days elapsed.</p>
<u>Notification Schedule:</u>	<p>The Borrower must provide notice prior to the proposed date of borrowing in accordance with the following schedule:</p> <p>SOFR Loans: 3 business days.</p> <p>Base Rate Loans: Same day.</p>
<u>Conditions Precedent:</u>	<p>The availability under the Facility will be subject to conditions precedent substantially similar to those set forth in the Existing Agreement, including, without limitation:</p> <ul style="list-style-type: none">(a) delivery to the Administrative Agent of copies of all material agreements and material project agreements, and all material amendments, modifications, waivers and consents relating to any such agreement;(b) repayment, or arrangement for substantially concurrent repayment, of all indebtedness under the Existing Agreement, or refinancing of such indebtedness with the proceeds of the Loans;(c) customary flood regulation compliance conditions; and(d) delivery of documentation and other information required by bank regulatory authorities under

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applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act (including, without limitation, the beneficial ownership certification).

Representations and Warranties:

Substantially similar to those set forth in the Existing Agreement.

Affirmative and Negative Covenants:

Substantially similar to those set forth in the Existing Agreement, with such exceptions as agreed to by the parties.

Financial Covenants:

The financial covenants will include:

- (i) Minimum Interest Coverage Ratio: 2.50:1.00; and
- (ii) Maximum Leverage Ratio (total debt to EBITDA): 3.50:1.00.

Each of the above ratios to be calculated on a rolling four quarter basis and consistent with the Existing Agreement; provided that, in connection with any Material Project (hereinafter defined), the definition of EBITDA, as used in determination of said ratios, shall be modified so as to include certain pro forma adjustments with respect to such Material Project, provided further that if construction of said Material Project is not completed by the scheduled completion date, then the pro forma adjustments to EBITDA with respect to such Material Project shall be reduced from time to time based upon the length of the delay in the scheduled completion of such Material Project, consistent with the Existing Agreement or as agreed by the parties. The aggregate amount of all adjustments to EBITDA with respect to Material Projects during any period shall be limited to 20% of the total actual EBITDA for such period (which total actual EBITDA shall be determined without including any Material Project EBITDA adjustments). "Material Project" shall mean any capital project, including an expansion of an existing project, of the Borrower or any joint venture the aggregate capital cost of which exceeds \$10,000,000.

Events of Default:

Same as in the Existing Agreement, except as agreed by the parties.

Expenses and Indemnification:

Substantially the same as the Existing Agreement.

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Assignments and Participations:

The Lenders are permitted to assign their loans and commitments and grant participations as set forth in the Existing Agreement.

Capital Adequacy Yield Protection:

The Loan Documents shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy and other requirements of law and from the imposition of or changes in withholding or other taxes, including without limitation, changes in requirements of law as a result of the Dodd-Frank Act and Basel III, and (b) indemnifying the Lenders for breakage or redeployment costs incurred in connection with, among other things, any prepayment of any SOFR Loan on a day other than the last day of an interest period with respect thereto.

Lender ERISA Representations:

The Loan Documents shall contain usual and customary provisions regarding ERISA representations for facilities of this type and size.

Majority Lenders:

Same as in the Existing Agreement.

Defaulting Lenders:

Same as in the Existing Agreement.

Replacement of Lenders:

Substantially similar to the Existing Agreement, except as agreed by the parties.

EU Bail-In:

The Loan Documents shall contain usual and customary provisions relating to contractual recognition of EU bail-in regulations.

Governing Law:

New York.

Counsel to Administrative Agent:

Latham & Watkins LLP.

Other:

The Loan Documents will reflect reasonable operational, agency, assignment and related provisions, changes and updates thereto not specifically set forth in this Term Sheet that are customarily included in credit agreements with respect to which the Administrative Agent acts as administrative agent since the closing date of the Existing Agreement. Additionally, the Loan Documents will be revised to conform certain provisions, as agreed by the parties, with the existing Sixth Amended and Restated Credit Agreement of Genesis Energy, L.P.

SCHEDULE I

Interest Rate and Fees

Interest Rates: The interest rates under the Facility will be, at the option of the Borrower, the Adjusted Term SOFR or Alternate Base Rate plus the Applicable Margin in each case.

As used herein:

“Applicable Margin” means the margin determined pursuant to the following pricing grid based upon the ratio of Total Indebtedness to EBITDA (as such terms are defined in the Existing Agreement) for the most recent four quarters determined from the most recent financial statements of the Borrower.

“Alternate Base Rate” means the highest of (i) the Prime Rate in effect on such day, (ii) one-half of one percent (½%) plus the Federal Funds Rate in effect for such day or (iii) Adjusted Term SOFR for a one-month tenor plus 1%. Any loan bearing interest at the Alternate Base Rate is referred to herein as a “Base Rate Loan”.

“Term SOFR” shall mean the forward-looking term rate based on the secured overnight financing rate that is published by CME Group Benchmark Administration Limited (CBA) (or a successor administrator of such rate), and “Adjusted Term SOFR” shall mean Term SOFR plus a credit spread adjustment of 0.10% (the “CSA”). Adjusted Term SOFR in no event shall be less than 0%. Any loan bearing interest at Adjusted Term SOFR (other than a Base Rate Loan for which interest is determined by reference to Adjusted Term SOFR) is referred to herein as a “SOFR Loan”. The Loan Documentation will contain provisions with respect to the establishment of a successor interest rate for Term SOFR.

Pricing Grid

<u>Debt Coverage Ratio</u>	<u>Adjusted Term SOFR Margin and Letter of Credit Commission</u>	<u>Alternate Base Rate Margin</u>	<u>Commitment Fee Percentage</u>
>3.00	3.00%	2.00%	0.500%
>2.00 and ≤3.00	2.75%	1.75%	0.45%

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>1.00 and ≤2.00	2.50%	1.50%	0.40%
≤1.00	2.25%	1.25%	0.35%

Letter of Credit
Fees:

Letter of Credit commissions will be on the average daily amount of the undrawn and unexpired amount of each Letter of Credit. Such Letter of Credit commissions will be payable quarterly in arrears as shown on the above pricing grid, based upon a year of 360 days.

The Borrower shall pay a fronting fee equal to 0.25% per annum on the average daily amount of the undrawn and unexpired amount of each Letter of Credit to the Issuing Bank for its own account. Such fronting fee will be payable quarterly in arrears. In addition, customary administrative, issuance, amendment, payment and negotiation charges shall be payable to the Issuing Bank for its own account.

Commitment Fees:

The Borrower shall pay a commitment fee on the average daily unused amount of the Facility payable quarterly in arrears as shown on the above pricing grid.